ANNEX A

THE PROPOSED AMENDMENTS

The following is a summary of the Proposed Amendments. Proposed deletions appear in "*italics*." The Proposed Amendments also would delete from the Indenture those definitions that are related solely to provisions that would be eliminated as a result of the elimination or modification of the following provisions. Cross-references to provisions in the Indenture that have been deleted as a result of the Proposed Amendments will be revised to reflect such deletions. The Proposed Amendments will be contained and reflected in the Supplemental Indenture. This summary is qualified in its entirety by reference to the Supplemental Indenture and the Indenture. Copies of the Supplemental Indenture and the Indenture may be obtained without charge from the Information Agent upon written request to its address set forth on the back cover page of this Statement.

Capitalized terms used in this Annex A without definition have the same meanings as set forth in the Indenture.

SECTION 3.09. *Offer to Purchase by Application of Excess Proceeds.*

*[**DELETE:** In the event that, pursuant to Section 4.10 hereof, the Company shall be required to commence an offer to all Holders to purchase Notes (an "Asset Sale Offer"), it shall follow the procedures specified below.*

The Asset Sale Offer shall remain open for a period of 20 Business Days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the "Offer Period"). No later than five Business Days after the termination of the Offer Period (the "Purchase Date"), the Company shall purchase the principal amount of Notes required to be purchased pursuant to Section 4.10 hereof (the "Offer Amount") or, if less than the Offer Amount has been tendered, all Notes tendered in response to the Asset Sale Offer. Payment for any Notes so purchased shall be made in the same manner as interest payments are made.

If the Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest shall be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest shall be payable to Holders who tender Notes pursuant to the Asset Sale Offer.

Upon the commencement of an Asset Sale Offer, the Company shall send, by first class mail, a notice to each of the Holders, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Asset Sale Offer. The Asset Sale Offer shall be made to all Holders. The notice, which shall govern the terms of the Asset Sale Offer, shall state:

(a) that the Asset Sale Offer is being made pursuant to this Section 3.09 and Section 4.10 hereof and the length of time the Asset Sale Offer shall remain open;

(b) the Offer Amount, the purchase price and the Purchase Date;

(c) that any Note not tendered or accepted for payment shall continue to accrete or accrue interest;

(d) that, unless the Company defaults in making such payment, any Note accepted for payment pursuant to the Asset Sale Offer shall cease to accrete or accrue interest and Liquidated Damages, if any, after the Purchase Date;

(e) that Holders electing to have a Note purchased pursuant to an Asset Sale Offer may only elect to have all of such Note purchased and may not elect to have only a portion of such Note purchased;

(f) that Holders electing to have a Note purchased pursuant to any Asset Sale Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, or transfer by book-entry transfer, to the Company, a depositary, if appointed by the Company, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(g) that Holders shall be entitled to withdraw their election if the Company, the depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(h) that, if the aggregate principal amount of Notes surrendered by Holders exceeds the Offer Amount, the Company shall select the Notes to be purchased on a pro rata basis (with such adjustments as may be deemed appropriate by the Company so that only Notes in denominations of $1,000, or integral multiples thereof, shall be purchased); and

(i) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

On or before the Purchase Date, the Company shall, to the extent lawful, accept for payment, on a pro rata basis to the extent necessary, the Offer Amount of Notes or portions thereof tendered pursuant to the Asset Sale Offer, or if less than the Offer Amount has been tendered, all Notes tendered, and shall deliver to the Trustee an Officers' Certificate stating that such Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this Section 3.09. The Company, the Depositary or the Paying Agent, as the case may be, shall promptly (but in any case not later than five days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes tendered by such Holder and accepted by the Company for purchase, and the Company shall promptly issue a new Note, and the Trustee, upon written request from the Company shall authenticate and mail or deliver such new Note to such Holder, in a principal amount equal to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Company to the Holder thereof. The Company shall publicly announce the results of the Asset Sale Offer on the Purchase Date.

Other than as specifically provided in this Section 3.09, any purchase pursuant to this Section 3.09 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.]

SECTION 4.03. *Reports.*

*[**DELETE:** (a) Whether or not required by the rules and regulations of the Commission, so long as any Notes are outstanding, the Company shall furnish to the holders of Notes (i) all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Forms 10-Q and 10-K if the Company were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" that describes the financial condition and results of operations of the Company and its consolidated Subsidiaries (showing in reasonable detail, either on the face of the financial statements or in the footnotes thereto and in Management's Discussion and Analysis of Financial Condition and Results of Operations, the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company) and, with respect to the annual information only, a report thereon by the Company's certified independent accountants (provided, however, that quarterly information for the first quarter of 1998 need not be furnished prior to August 15, 1998) and (ii) all current reports that would be required to be filed with the Commission on Form 8-K if the Company were required to file such reports, in each case within the time periods specified in the Commission's rules and regulations. In addition, whether or not required by the rules or regulations of the Commission, the Company shall file a copy of all such information and reports with the Commission (unless the Commission will not accept such a filing) and make such information and reports available to securities analysts and prospective investors upon request.*

(b) For so long as any Notes remain outstanding, the Company shall furnish to the Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.]

SECTION 4.04. *Compliance Certificate.*

*[**DELETE:** (a) The Company and each Subsidiary Guarantor (to the extent that such Subsidiary Guarantor is so required under the TIA) shall deliver to the Trustee, within 90 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture and the Pledge Agreement, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Company has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and the Pledge Agreement and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture or the Pledge Agreement (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Company is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action the Company is taking or proposes to take with respect thereto.*

(b) So long as not contrary to the then current recommendations of the American Institute of Certified Public Accountants, the year-end financial statements delivered pursuant to Section 4.03(a) above shall be accompanied by a written statement of the Company's independent public accountants (who shall be a firm of established national reputation) that in making the examination necessary for certification of such financial statements, nothing has come to their attention that would lead them to believe that the Company has violated any provisions of Article 4 or Article 5 hereof or, if any such violation has occurred, specifying the nature and period of existence thereof, it being understood that such accountants shall not be liable directly or indirectly to any Person for any failure to obtain knowledge of any such violation.

(c)] The Company shall, so long as any of the Notes are outstanding, deliver to the Trustee, forthwith upon any Officer becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

SECTION 4.05. *Taxes.*

*[**DELETE:** The Company shall pay, and shall cause each of its Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.]*

SECTION 4.07. *Restricted Payments.*

*[**DELETE:** The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly: (i) declare or pay any dividend or make any other payment or distribution on account of the Company's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Company's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company or to the Company or a Restricted Subsidiary of the Company); (ii) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company or any direct or indirect parent of the Company (other than any such Equity Interests owned by the Company or any Restricted Subsidiary of the Company); (iii) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value, any Indebtedness that is subordinated to the Notes, except a payment of interest or principal at Stated Maturity; or (iv) make any Restricted Investment (all such payments and other actions set forth in clauses*

(i) through (iv) above being collectively referred to as "Restricted Payments"), unless, at the time of and after giving effect to such Restricted Payment:

(a) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof;

(b) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Debt to Cash Flow Ratio test set forth in the first paragraph of Section 4.09 hereof; and

(c) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Closing Date (excluding Restricted Payments permitted by clauses (ii), (iii) and (iv) of the next succeeding paragraph), is less than the sum, without duplication, of (i) (A) Cumulative Consolidated Cash Flow minus (B) the product of 1.75 and Cumulative Interest Expense, in each case as of the date of such Restricted Payment, plus (ii) 100% of the aggregate net cash proceeds received by the Company since the Closing Date as a contribution to its common equity capital or from the issue or sale of Equity Interests of the Company (other than Disqualified Stock) or from the issue or sale of Disqualified Stock or debt securities of the Company that have been converted into such Equity Interests (other than Equity Interests (or Disqualified Stock or convertible debt securities) sold to a Subsidiary of the Company), plus (iii) to the extent that any Restricted Investment that was made after the date of this Indenture is sold for cash or otherwise liquidated or repaid for cash, the lesser of (A) the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any) and (B) the initial amount of such Restricted Investment, plus (iv) in the event the Company or any Restricted Subsidiary makes an Investment in a Person that, as a result of or in connection with such Investment, becomes a Restricted Subsidiary, an amount equal to the lesser of (A) the fair market value of such Person at the time it becomes a Restricted Subsidiary as evidenced by a resolution of the Board of Directors set forth in an Officers' Certificate delivered to the Trustee or (B) the net amount of Restricted Investments made in such Person prior to its becoming a Restricted Subsidiary.

So long as no Default has occurred and is continuing or would be caused thereby, the foregoing provisions will not prohibit: (i) the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have complied with the provisions of this Indenture; (ii) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness or Equity Interests of the Company in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of, other Equity Interests of the Company (other than any Disqualified Stock); provided that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition shall be excluded from clause (c)(ii) of the preceding paragraph; (iii) the defeasance, redemption, repurchase or other acquisition of subordinated Indebtedness with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness; (iv) the payment of any dividend by a Restricted Subsidiary of the Company to the holders of its common Equity Interests on a pro rata basis; (v) the payment of cash in lieu of fractional shares of Common Stock pursuant to the Warrant Agreement; and (vi) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company or any Restricted Subsidiary of the Company held by any member of the Company's or any of its Restricted Subsidiaries' management; provided that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests shall not exceed $250,000 in any twelve-month period.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The fair market value of any assets or securities that are required to be valued by this covenant shall be determined by the Board of Directors whose resolution with respect thereto shall be delivered to the Trustee, such determination to be based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm of national standing if such fair market value exceeds $5.0 million. Not later than the date of making any Restricted Payment, the Company

shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by this Section 4.07 were computed, together with a copy of any fairness opinion or appraisal required by this Indenture.

The Board of Directors may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if such designation would not cause a Default. For purposes of making such determination, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid in cash) in the Subsidiary so designated will be deemed to be Restricted Payments at the time of such designation and will reduce the amount available for Restricted Payments under the first paragraph of this Section 4.07. All such outstanding Investments will be deemed to constitute Investments in an amount equal to the fair market value of such Investments at the time of such designation. Such designation will only be permitted if such Restricted Payment would be permitted at such time and if such Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. Any such designation by the Board of Directors shall be evidenced to the Trustee by filing with the Trustee a certified copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions and was permitted by this Section 4.07.

If, at any time, any Unrestricted Subsidiary fails to meet the definition of an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Indebtedness of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of the Company as of such date (and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under Section 4.09 hereof, the Company shall be in default of such covenant).

The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (i) such Indebtedness is permitted under Section 4.09 hereof, calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period, and (ii) no Default or Event of Default would be in existence following such designation.

SECTION 4.08. *Dividend and Other Payment Restrictions Affecting Subsidiaries.*

*[**DELETE:** The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Subsidiary to (i)(a) pay dividends or make any other distributions to the Company or any of its Restricted Subsidiaries (1) on its Capital Stock or (2) with respect to any other interest or participation in, or measured by, its profits, or (b) pay any Indebtedness owed to the Company or any of its Restricted Subsidiaries, (ii) make loans or advances to the Company or any of its Restricted Subsidiaries or (iii) transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries. However, the foregoing restrictions shall not apply to encumbrances or restrictions existing under or by reason of (a) Existing Indebtedness as in effect on the Closing Date, (b) this Indenture and the Notes, (c) applicable law, (d) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired, provided that, in the case of Indebtedness, such Indebtedness was permitted by the terms of this Indenture to be incurred, (e) customary non-assignment provisions in contracts entered into in the ordinary course of business, (f) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (iii) above on the property so acquired, (g) any agreement for the sale of a Subsidiary that restricts distributions by that Subsidiary pending its sale, (h) Permitted Refinancing Indebtedness, provided that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are no more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced, (i) secured Indebtedness otherwise permitted to be incurred pursuant to the provisions of Section 4.12 hereof that limits the right of the debtor to dispose of the assets securing such Indebtedness, (j)*

provisions with respect to the disposition or distribution of assets or property in joint venture agreements and other similar agreements entered into in the ordinary course of business and (k) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business.]

SECTION 4.09. *Incurrence of Indebtedness and Issuance of Disqualified Stock.*

*[**DELETE:** The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt) or issue any Disqualified Stock; provided, however, that the Company may incur Indebtedness (including Acquired Debt) or issue shares of Disqualified Stock if the Company's Debt to Cash Flow Ratio is greater than zero and less than or equal to (a) 5.0 to 1, if such incurrence is on or prior to June 1, 2001, and (b) 4.5 to 1, if such incurrence of issuance is after June 1, 2001, in each case determined on a pro forma basis (including a pro forma application of the net proceeds therefrom) as if the additional Indebtedness had been incurred at the beginning of the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred. Notwithstanding the foregoing, neither the Company nor any of its Restricted Subsidiaries shall incur any Indebtedness that is contractually subordinated in right of payment to any other Indebtedness of the Company or such Restricted Subsidiary unless such Indebtedness is also contractually subordinated in right of payment to the Notes on substantially identical terms; provided, however, that no Indebtedness of the Company or any Restricted Subsidiary shall be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Company or such Restricted Subsidiary solely by virtue of being unsecured.*

The provisions of the first paragraph of this Section 4.09 shall not apply to the incurrence of any of the following items of Indebtedness (collectively, "Permitted Debt"):

(i) the incurrence by the Company of Indebtedness from a bank or other financial institution in an aggregate amount at any one time outstanding not to exceed the greater of (a) $25 million and (b) 80% of the face amount of all accounts receivable owned by the Company as of such date that are not more than 90 days past due;

(ii) the incurrence by the Company and its Restricted Subsidiaries of Existing Indebtedness;

(iii) the incurrence by the Company and its Restricted Subsidiaries of Indebtedness represented by the Notes and the Subsidiary Guarantees;

(iv) the incurrence by the Company or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance or replace Indebtedness (other than intercompany Indebtedness) that is permitted by this Indenture to be incurred under the first paragraph hereof or clauses (ii), (iii), (vi) or (vii) of this paragraph;

(v) the incurrence by the Company of Indebtedness in an aggregate principal amount at any one time outstanding, not to exceed 2.0 times the sum of the net cash proceeds received by the Company after the Closing Date as a capital contribution or from the issuance and sale of Equity Interests (other than Disqualified Stock) to a Person that is not a Subsidiary of the Company to the extent that such net cash proceeds have not been used to make Restricted Payments pursuant to clause (c)(ii) of the first paragraph of Section 4.07 or clauses (ii), (iii) or (vi) of the second paragraph of Section 4.07 hereof or Investments described under clause (vi) of the definition of Permitted Investments; provided that such Indebtedness does not mature prior to the Notes and has a Weighted Average Life to Maturity greater than that of the Notes;

(vi) the incurrence by the Company and its Restricted Subsidiaries of Vendor Debt; provided that the aggregate amount of such Vendor Debt does not exceed the sum of (a) 100% of the total cost of any digital loop

carriers or switches acquired therewith and (b) 80% of the total cost of any other Telecommunications Equipment or Telecommunications Related Assets acquired therewith;

(vii) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness in connection with the acquisition of (a) a Person engaged in a Telecommunications Business or (b) Telecommunications Related Assets, which include contractual rights of entry, in each case in an aggregate amount not to exceed the product of $650 and the number of acquired telephony or video subscribers (as stated in an Officers' Certificate delivered to the Trustee);

(viii) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness; provided, however, that (a) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary of the Company and (b) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary of the Company shall be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (viii);

(ix) the incurrence by the Company or any of its Restricted Subsidiaries of Hedging Obligations that are incurred for the purpose of fixing or hedging interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of this Indenture to be outstanding; and

(x) the Guarantee by the Company or any of its Restricted Subsidiaries of Indebtedness of the Company or any of its Restricted Subsidiaries permitted to be incurred pursuant to the Debt to Cash Flow Ratio test set forth in the first paragraph of this Section 4.09 or pursuant to any of clauses (i) through (v) or (vii) through (ix) of this Section 4.09, which guarantee has the same ranking relative to the Notes and the Guarantees as the guaranteed Indebtedness does.

For purposes of determining compliance with this Section 4.09, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (i) through (ix) above as of the date of incurrence thereof or is entitled to be incurred pursuant to the first paragraph of this Section 4.09 as of the date of incurrence thereof, the Company shall, in its sole discretion, classify such item of Indebtedness on the date of its incurrence in any manner that complies with this section. Accrual of interest and accretion or amortization of original issue discount will not be deemed to be an incurrence of Indebtedness for purposes of this Section 4.09.]

SECTION 4.10. *Asset Sales.*

*[**DELETE:** The Company shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless (i) the Company or such Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the fair market value (evidenced by a resolution of the Board of Directors set forth in an Officers' Certificate delivered to the Trustee) of the assets or Equity Interests issued or sold or otherwise disposed of and (ii) at least 80% of the consideration therefor received by the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents; provided that the amount of (a) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet) of the Company or such Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the Notes or any guarantee thereof) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases the Company or such Restricted Subsidiary from further liability and (b) any securities, notes or other obligations received by the Company or such Restricted Subsidiary from such transferee that are contemporaneously (subject to ordinary settlement periods) converted by the Company or such Restricted Subsidiary into cash (to the extent of the cash received), shall be deemed to be cash for purposes of this provision.*

Within 270 days after the receipt of any Net Proceeds from an Asset Sale, the Company may, subject to the provisions of Section 4.07 hereof, (a) apply such Net Proceeds to the permanent repayment of any Indebtedness

that is pari passu with the Notes or (b) (i) apply such Net Proceeds to the acquisition of the assets or a majority of the voting equity interests of another Person, the making of capital expenditures, or the acquisition of other long-term assets, in each case, in or used or useful in the Telecommunications Business or (ii) enter into a binding commitment to apply, within 120 days of the date of such commitment, such Net Proceeds as described in clause (i) above. Pending the final application of any such Net Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest such Net Proceeds in any manner that is not prohibited by this Indenture. Any Net Proceeds from Asset Sales that are not applied or invested as provided in the first sentence of this paragraph will be deemed to constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $5.0 million, the Company shall make an offer to all holders of Notes (an "Asset Sale Offer") to repurchase the maximum principal amount of Notes that may be purchased out of the Excess Proceeds, at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest and Liquidated Damages, if any, thereon to the repurchase date, in accordance with the procedures set forth in Section 3.09 hereof. To the extent that any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use such Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes tendered pursuant to such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee shall select the Notes to be purchased on a pro rata basis. Upon completion of such offer to purchase, the amount of Excess Proceeds shall be reset at zero.]

SECTION 4.11. *Transactions with Affiliates.*

*[**DELETE:** The Company shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction"), unless (i) such Affiliate Transaction is on terms that are no less favorable to the Company or such Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person and (ii) the Company delivers to the Trustee (a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $1.0 million, a resolution of the Board of Directors set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with clause (i) above and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors and (b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10.0 million (or if no member of the Board of Directors is an independent director, $1.0 million), an opinion as to the fairness to the holders of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing. Notwithstanding the foregoing, the following items shall not be deemed to be Affiliate Transactions: (i) any employment agreement entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business; (ii) transactions between or among the Company and/or its Restricted Subsidiaries; (iii) payment of reasonable directors fees to Persons who are not otherwise Affiliates of the Company; (iv) provisioning or other agreements with SBC Communications, Inc. or any Affiliate thereof, and under any amendment or extension thereof so long as such agreement, amendment or extension is not disadvantageous to the holders of the Notes in any material respect; (v) payment of management and advisory fees to The VenCom Group Inc. or any Affiliate thereof in an amount during any calendar year period not to exceed $900,000, provided, that if the amount paid in any calendar year is less than $900,000, the annual cap in the next calendar year shall be equal to the difference between $1.8 million and the amount paid in the previous calendar year and further provided that amounts owed in excess of the cap in any year may be paid in one or more subsequent years if and to the extent that they are within the cap in such years; (vi) any sale or other issuance of equity interests (other than Disqualified Stock) of the Company; (vii) reasonable indemnity provided to officers, directors, employees, consultants or agents of the Company and its Restricted Subsidiaries as determined in good faith by the Company's Board of Directors and as permitted by the Company's governing documents and applicable law; (viii) any transactions undertaken pursuant to any contractual obligations or rights in existence on the Closing Date; and (ix) Restricted Payments that are permitted by the provisions of Section 4.07 hereof.]*

SECTION 4.12. *Liens.*

*[**DELETE:** The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly create, incur, assume or suffer to exist any Lien of any kind on any asset now owned or hereafter acquired, or any income or profits therefrom or assign or convey any right to receive income therefrom, except Permitted Liens.]*

SECTION 4.13. *Business Activities.*

*[**DELETE:** The Company and its Restricted Subsidiaries shall not, directly or indirectly, engage in any business other than the Telecommunications Business.]*

SECTION 4.14. *Corporate Existence.*

*[**DELETE:** Subject to Article 5 hereof, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and the corporate, partnership or other existence of each of its Restricted Subsidiaries, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Company or any such Restricted Subsidiary; provided, however, that the Company shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its Restricted Subsidiaries, if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and its Restricted Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Holders of the Notes.]*

SECTION 4.15. *Offer to Repurchase Upon Change of Control.*

*[**DELETE:** (a) Upon the occurrence of a Change of Control, the Company shall make an offer to each Holder of Notes to repurchase all or any part (equal to $1,000 or an integral multiple thereof) of such Holder's Notes pursuant to the offer described below (the "Change of Control Offer") at an offer price in cash equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest and Liquidated Damages, if any, thereon to the date of purchase (the "Change of Control Payment"). Within ten Business Days following any Change of Control, the Company shall mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase Notes on the date specified in such notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date"), pursuant to the procedures required by this Indenture and described in such notice. The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control.*

(b) On the Change of Control Payment Date, the Company shall, to the extent lawful, (i) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer, (ii) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered and (iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company. The Paying Agent will promptly mail to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided that each such new Note will be in a principal amount of $1,000 or an integral multiple thereof. The Company shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(c) Notwithstanding anything to the contrary in this Section 4.15, the Company shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer

in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 4.15 and Section 3.09 hereof and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(d) On and after the purchase date interest and Liquidated Damages, if any, shall cease to accrue on the Notes or the portions of Notes tendered and not withdrawn by the Holders of the Notes and purchased by the Company pursuant to Section 4.15(d) hereof, regardless of whether certificates for such securities are actually surrendered.]

SECTION 4.16. *Limitation on Sale and Leaseback Transactions.*

*[**DELETE:** The Company and its Restricted Subsidiaries shall not, directly or indirectly, enter into, assume, Guarantee or otherwise become liable with respect to any Sale and Leaseback Transactions, provided that the Company or any Restricted Subsidiary of the Company may enter into any such transaction if (i) the Company or such Restricted Subsidiary would be permitted under Sections 4.09 and 4.12 hereof to incur secured Indebtedness in an amount equal to the Attributable Debt with respect to such transaction, (ii) the consideration received by the Company or such Restricted Subsidiary from such transaction is at least equal to the Fair Market Value of the property being transferred and (iii) the Net Proceeds received by the Company or such Restricted Subsidiary from such transaction are applied in accordance with Section 4.10 hereof.]*

SECTION 4.17. *Limitation on Issuances and Sales of Equity of Wholly Owned Restricted Subsidiaries.*

*[**DELETE:** The Company (i) shall not, and shall not permit any Wholly Owned Restricted Subsidiary of the Company to, transfer, convey, sell, lease or otherwise dispose of any Equity Interests of any Wholly Owned Restricted Subsidiary of the Company to any Person (other than the Company or another Wholly Owned Restricted Subsidiary of the Company), unless (a) such transfer, conveyance, sale, lease or other disposition is of all the Equity Interests in such Wholly Owned Restricted Subsidiary and (b) the Net Proceeds from such transfer, conveyance, sale, lease or other disposition are applied in accordance with Section 4.10 hereof and (ii) will not permit any Wholly Owned Restricted Subsidiary of the Company to issue any of its Equity Interests (other than, if necessary, shares of its Capital Stock constituting directors' qualifying shares) to any Person other than to the Company or a Wholly Owned Restricted Subsidiary of the Company.]*

SECTION 4.18. *Payments for Consent.*

*[**DELETE:** Neither the Company nor any of its Affiliates shall, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder of any Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is offered to be paid or agreed to be paid to all Holders of the Notes that consent, waive or agree to amend in the time frame and on the terms and conditions set forth in the solicitation documents relating to such consent, waiver or agreement.]*

SECTION 4.19. *Additional Subsidiary Guarantees.*

*[**DELETE:** If the Company or any of its Restricted Subsidiaries acquires or creates another Restricted Subsidiary after the date of this Indenture, then the Company shall cause such Restricted Subsidiary to become a Subsidiary Guarantor by executing a supplemental indenture in the form attached hereto as Exhibit F and delivering an Opinion of Counsel to the Trustee to the effect that such supplemental indenture has been duly authorized, executed and delivered by such Restricted Subsidiary and constitutes a valid and binding obligation of such Restricted Subsidiary, enforceable against such Restricted Subsidiary in accordance with its terms (subject to customary exceptions); provided that the Subsidiary Guarantee of any Restricted Subsidiary will be released if the Company (i) designates such Restricted Subsidiary to be an Unrestricted Subsidiary in accordance with Section 4.07 hereof or (ii) sells all of the Capital Stock of such Restricted Subsidiary in compliance with Section 4.10 hereof.]*

ARTICLE 5. SUCCESSORS

SECTION 5.01. *Merger, Consolidation, or Sale of Assets.*

Neither the Company nor any of its Restricted Subsidiaries shall consolidate or merge with or into (whether or not the Company or such Restricted Subsidiary is the surviving corporation), or sell, assign, transfer, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to another Person unless (i) the Company is the surviving corporation or such Restricted Subsidiary is the surviving entity, as the case may be, or the Person formed by or surviving any such consolidation or merger (if other than the Company or such Restricted Subsidiary) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made is a corporation (in the case of the Company) or a corporation or other entity (in the case of such Restricted Subsidiary) organized or existing under the laws of the United States, any state thereof or the District of Columbia; (ii) the Person formed by or surviving any such consolidation or merger (if other than the Company or such Restricted Subsidiary) or the Person to which such sale, assignment, transfer, conveyance or other disposition shall have been made assumes all the obligations of the Company under the Notes, this Indenture, the Pledge Agreement and the Registration Rights Agreement, or of such Restricted Subsidiary under its Subsidiary Guarantee, as the case may be, pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee; and (iii) immediately after such transaction no Default or Event of Default exists; *[**DELETE:** and (iv) except in the case of a merger of the Company with or into a Wholly Owned Restricted Subsidiary of the Company, the Company or the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such sale, assignment, transfer, conveyance or other disposition shall have been made (a) will have Consolidated Net Worth immediately after the transaction equal to or greater than the Consolidated Net Worth of the Company immediately preceding the transaction and (b) will, immediately after such transaction after giving pro forma effect thereto and to any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Debt to Cash Flow Ratio test set forth in the first paragraph of Section 4.09 hereof. The Company and its Restricted Subsidiaries shall not, directly or indirectly, lease all or substantially all of their properties or assets, in one or more related transactions, to any other Person.*] The provisions of this Section 5.01 will not be applicable to a sale, assignment, transfer, conveyance or other disposition of assets between or among the Company and any of its Restricted Subsidiaries.

SECTION 6.01. *Events of Default.*

An "Event of Default" occurs if:

(a) the Company defaults in the payment when due of interest on, or Liquidated Damages with respect to, the Notes and such default continues for a period of 30 days;

(b) the Company defaults in the payment when due of principal of or premium, if any, on the Notes when the same becomes due and payable at maturity, upon redemption (including in connection with an offer to purchase) or otherwise;

*[**DELETE:** (c) the Company fails to comply with any of the provisions of Section 4.07, 4.09, 4.10, 4.15 or 5.01 hereof;*

(d) either the Company or its Restricted Subsidiaries fails to observe or perform any other covenant, representation, warranty or other agreement in this Indenture or the Notes for 30 days after notice to the Company by the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding voting as a single class;

(e) a default occurs under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries), whether such Indebtedness or guarantee now exists, or is created after the date of this Indenture, which default (i) is caused by a failure to pay principal of or premium, if any, or interest on such Indebtedness

prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "Payment Default") or (ii) results in the acceleration of such Indebtedness prior to its express maturity and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $1.5 million or more;

(f) a final judgment or final judgments for the payment of money are entered by a court or courts of competent jurisdiction against the Company or any of its Restricted Subsidiaries and such judgment or judgments are not paid, discharged or stayed for a period of 60 days (other than any judgment or portion thereof as to which an insurance carrier rated at least A by Standard & Poor's Corporation or A2 by Moody's Investors Service, Inc. has accepted liability in writing), provided that the aggregate of all such undischarged judgments exceeds $3 million;]

(g) the Company defaults in the performance of any covenant set forth in the Pledge Agreement, or repudiates its obligations under the Pledge Agreement, or the Pledge Agreement is unenforceable against the Company or any of its Restricted Subsidiaries for any reason;

(h) a Restricted Subsidiary defaults in the performance of any obligation under its Subsidiary Guarantee or repudiates its obligations under its Subsidiary Guarantee, or any Subsidiary Guarantee is held in any judicial proceeding to be unenforceable against any Restricted Subsidiary for any reason;

[DELETE: (i) the Company fails for any reason to retain all material licenses necessary to conduct its business;]

(j) the Company or any of its Restricted Significant Subsidiaries or any group of Restricted Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary, pursuant to or within the meaning of Bankruptcy Law:

(i) commences a voluntary case,

(ii) consents to the entry of an order for relief against it in an involuntary case,

(iii) consents to the appointment of a Custodian of it or for all or substantially all of its property,

(iv) makes a general assignment for the benefit of its creditors, or

(v) generally is not paying its debts as they become due; or

(k) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Company or any of its Restricted Significant Subsidiaries or any group of Restricted Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary in an involuntary case;

(ii) appoints a Custodian of the Company or any of its Restricted Significant Subsidiaries or any group of Restricted Subsidiaries that, taken as a whole, would constitute a Restricted Significant Subsidiary or for all or substantially all of the property of the Company or any of its Restricted Significant Subsidiaries or any group of Restricted Subsidiaries that, taken as a whole, would constitute a Restricted Significant Subsidiary; or

(iii) orders the liquidation of the Company or any of its Restricted Significant Subsidiaries or any group of Restricted Subsidiaries that, taken as a whole, would constitute a Significant Subsidiary; and the order or decree remains unstayed and in effect for 60 consecutive days.

SECTION 10.03. *Execution and Delivery of Subsidiary Guarantee.*

To evidence its Subsidiary Guarantee set forth in Section 10.01, each Subsidiary Guarantor hereby agrees that a notation of such Subsidiary Guarantee substantially in the form included in Exhibit E shall be endorsed by

an Officer of such Subsidiary Guarantor on each Note authenticated and delivered by the Trustee and that this Indenture shall be executed on behalf of such Subsidiary Guarantor by its President or one of its Vice Presidents.

Each Subsidiary Guarantor hereby agrees that its Subsidiary Guarantee set forth in Section 10.01 shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Subsidiary Guarantee.

If an Officer whose signature is on this Indenture or on the Subsidiary Guarantee no longer holds that office at the time the Trustee authenticates the Note on which a Subsidiary Guarantee is endorsed, the Subsidiary Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Subsidiary Guarantee set forth in this Indenture on behalf of the Subsidiary Guarantors.

[DELETE: In the event that the Company creates or acquires any new Subsidiaries subsequent to the date of this Indenture, if required by Section 4.19 hereof, the Company shall cause such Subsidiaries to execute supplemental indentures to this Indenture and Subsidiary Guarantees in accordance with Section 4.19 hereof and this Article 10, to the extent applicable.]

SECTION 10.04. *Subsidiary Guarantors May Consolidate, etc., on Certain Terms.*

No Subsidiary Guarantor may consolidate with or merge with or into (whether or not such Subsidiary Guarantor is the surviving Person) another corporation, Person or entity whether or not affiliated with such Subsidiary Guarantor unless:

(a) subject to Section 10.05 hereof, the Person formed by or surviving any such consolidation or merger (if other than such Subsidiary Guarantor or the Company) assumes all the obligations of such Subsidiary Guarantor pursuant to a supplemental indenture in form and substance reasonably satisfactory to the Trustee, under the Notes, this Indenture, the Pledge Agreement and the Registration Rights Agreement;

(b) immediately after giving effect to such transaction, no Default or Event of Default exists; and

[DELETE: (c) except in the case of any such merger or consolidation with the Company or another Subsidiary Guarantor, the Company would, on a pro forma basis, immediately after giving effect to such transaction, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Debt to Cash Flow Ratio test set forth in Section 4.09.]

In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Subsidiary Guarantee endorsed upon the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Subsidiary Guarantor, such successor Person shall succeed to and be substituted for the Subsidiary Guarantor with the same effect as if it had been named herein as a Subsidiary Guarantor. Such successor Person thereupon may cause to be signed any or all of the Subsidiary Guarantees to be endorsed upon all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Subsidiary Guarantees so issued shall in all respects have the same legal rank and benefit under this Indenture as the Subsidiary Guarantees theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Subsidiary Guarantees had been issued at the date of the execution hereof.

Except as set forth in Articles 4 and 5 hereof, and notwithstanding clauses (a) and (b) above, nothing contained in this Indenture or in any of the Notes shall prevent any consolidation or merger of a Subsidiary Guarantor with or into the Company or another Subsidiary Guarantor, or shall prevent any sale or conveyance of the property of a Subsidiary Guarantor as an entirety or substantially as an entirety to the Company or another Subsidiary Guarantor.

SECTION 10.05. *Releases Following Sale of Assets.*

In the event of a sale or other disposition of all of the assets of any Subsidiary Guarantor, by way of merger, consolidation or otherwise, or a sale or other disposition of all of the capital stock of any Subsidiary Guarantor, then such Subsidiary Guarantor (in the event of a sale or other disposition, by way of merger, consolidation or otherwise, of all of the capital stock of such Subsidiary Guarantor) or the Person acquiring the property (in the event of a sale or other disposition of all of the assets of such Subsidiary Guarantor) will be released and relieved of any obligations under its Subsidiary Guarantee *[**DELETE:** ; provided that the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of this Indenture, including without limitation Section 4.10 hereof. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the applicable provisions of this Indenture, including without limitation Section 4.10 hereof, the Trustee shall execute any documents reasonably required in order to evidence the release of any Subsidiary Guarantor from its obligations under its Subsidiary Guarantee.*

Any Subsidiary Guarantor not released from its obligations under its Subsidiary Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Subsidiary Guarantor under this Indenture as provided in this Article 10.]

The Depositary for the Offer and the Consent Solicitation is:

The Bank of New York

By Facsimile:	*By Hand:*	*By Overnight Courier or Registered/Certified Mail:*
The Bank of New York (212) 815-6339 *Confirm Receipt of Facsimile by Telephone:* (212) 815-3750	The Bank of New York 101 Barclay Street New York, New York 10286 Corporate Trust Services Window Ground Level Attn: Reorganization Unit—7E	The Bank of New York 101 Barclay Street New York, New York 10286 Attn: Reorganization Unit—7E

Any questions or requests for assistance may be directed to Bear Stearns or the Information Agent at the addresses and telephone numbers set forth below. Requests for additional copies of this Statement and the Letter of Transmittal, may be directed to the Information Agent. Requests for copies of the Incorporated Documents, the Indenture and the form of the Supplemental Indenture may also be directed to the Information Agent. Beneficial owners may also contact their Custodian for assistance concerning the Offer and the Consent Solicitation.

The Information Agent for the Offer and the Consent Solicitation is:

Beacon Hill Partners, Inc.

90 Broad Street
20th floor
New York, New York 10004
(800) 755-5001 (toll-free)

The Dealer Manager for the Offer and the Solicitation Agent for the Consent Solicitation is:

Bear, Stearns & Co. Inc.

Global Liability Management Group
245 Park Avenue, 4th Floor
New York, New York 10167
(877) 696-BEAR (toll-free)
(877) 696-2327

SUPPLEMENT TO THE OFFER TO PURCHASE
AND CONSENT SOLICITATION STATEMENT
DATED NOVEMBER 16, 2000

OnePoint Communications Corp.

Has Increased the Total Consideration of Its Offer to Purchase for Cash
14½% Senior Notes due 2008
(CUSIP No. 68272TAF1)
To a Total Consideration of $1,220.00 for each $1,000.00 of Principal Amount

IN ORDER TO RECEIVE THE NEW TOTAL CONSIDERATION (INCLUDING THE CONSENT PAYMENT), HOLDERS MUST DELIVER A VALID LETTER OF TRANSMITTAL AND VALIDLY TENDER THEIR NOTES NO LATER THAN 5:00 P.M., NEW YORK CITY TIME ON THURSDAY, NOVEMBER 30, 2000, UNLESS EXTENDED (THE "*CONSENT DATE*"). THE RIGHTS OF HOLDERS TO WITHDRAW FROM THE OFFER NOTES TENDERED ON OR PRIOR TO THE CONSENT DATE (AND THEREBY REVOKE THE CORRESPONDING CONSENTS) WILL TERMINATE AT THE CONSENT DATE. THE RIGHTS OF HOLDERS TO WITHDRAW FROM THE OFFER NOTES TENDERED AFTER THE CONSENT DATE WILL TERMINATE AT THE EXPIRATION DATE. THE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON FRIDAY, DECEMBER 15, 2000, UNLESS EXTENDED OR EARLIER TERMINATED (AS IT MAY BE EXTENDED, THE "*EXPIRATION DATE*").

OnePoint Communications Corp. (the "*Company*") has amended (the "*Amendment*") the terms of its offer to purchase for cash (as amended, the "*Offer*") any and all of its outstanding 14½% Senior Notes due 2008 (the "*Notes*") from the holders thereof (the "*Holders*") and the solicitation (as amended, the "*Consent Solicitation*") of consents (the "*Consents*") to the adoption of proposed amendments (the "*Proposed Amendments*") to the Indenture, dated as of May 21, 1998, among the Company, certain subsidiaries of the Company as guarantors (the "*Subsidiary Guarantors*") and The Bank of New York, as Trustee (the "*Trustee*"), as amended by those certain supplemental indentures, dated as of November 30, 1999 and August 2, 2000, respectively, pursuant to which the Notes were issued (as so amended, the "*Indenture*") and to the execution and delivery by the Company, the Subsidiary Guarantors and the Trustee of a third supplemental indenture containing the Proposed Amendments (the "*Supplemental Indenture*"). The terms and conditions of the Offer and the Consent Solicitation shall be as set forth in the Offer to Purchase and Consent Solicitation Statement dated as of November 16, 2000 (the "*Original Offer to Purchase*") and the related Consent and Letter of Transmittal, in each case as amended and supplemented by this Supplement.

Pursuant to the terms of the Amendment, the Company has increased the Total Consideration for each $1,000 principal amount of Notes validly tendered and accepted for payment pursuant to the Offer to $1,220.00 per $1,000 principal amount of the Notes (the "*New Total Consideration*") from $1,145.00 per $1,000 principal amount of Notes. Of the New Total Consideration, $30.00 per $1,000 principal amount of Notes will continue to constitute the Consent Payment. The "*New Purchase Price*" shall be the New Total Consideration minus the Consent Payment or $1,190.00 per $1,000 principal amount of Notes. The New Total Consideration or New Purchase Price, plus accrued and unpaid interest on such $1,000 principal amount up to, but not including, the Payment Date for Notes accepted for purchase will be paid or deposited with the Depositary on the Payment Date.

The Company will pay the New Total Consideration, plus accrued and unpaid interest on such $1,000 principal amount up to, but not including, the Payment Date, to Holders who validly tender (and do not validly withdraw) their Notes and validly deliver (and do not validly revoke) their Consents to the Depositary prior to the Consent Date. Holders who validly tender their Notes subsequent to the Consent Date will receive the New Purchase Price but will not receive the Consent Payment. Payment of the Purchase Price for Notes validly tendered (and not validly withdrawn) and accepted for payment is expected to be made promptly following the Acceptance Date but in any event, the payment will be made promptly after the Expiration Date if Notes are accepted for purchase (in each case, the "*Payment Date*"). Any Consent Payment also will be made on the Payment Date. In the event that the Offer or the Consent Solicitation is withdrawn or otherwise not completed, the Purchase Price or Total Consideration, as the case may be, will not be paid or become payable.

The Company has not extended the Consent Date nor the Expiration Date of the Offer. This Supplement should be read in conjunction with the Original Offer to Purchase. Except as set forth in this Supplement, the terms and conditions set forth in the Original Offer to Purchase and in the related Consent and the Letter of Transmittal distributed therewith remain in full force and effect. Capitalized terms not defined herein shall have the meaning assigned to them in the Original Offer to Purchase. All references in the Original Offer to Purchase to "*Total Consideration*" and "*Purchase Price*" shall be revised to refer to the "*New Total Consideration*" and "*New Purchase Price*". Although not currently anticipated, the Offer and the Consent Solicitation may be further amended or supplemented.

NONE OF THE COMPANY, VERIZON, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY MAKES ANY RECOMMENDATION IN CONNECTION WITH THE OFFER OR THE CONSENT SOLICITATION.

The Dealer Manager for the Offer and the Solicitation Agent for the Consent Solicitation is:

Bear, Stearns & Co. Inc.

November 29, 2000

IMPORTANT

Holders who have already validly tendered (and have not withdrawn) Notes and validly delivered (and not revoked) Consents in connection with the Offer and the Consent Solicitation need not do anything to receive the New Total Consideration. Such Holders, and any other Holders who validly tender (and do not withdraw) their Notes and validly deliver (and do not revoke) their Consent on or prior to the Consent Date, will be entitled to receive the New Total Consideration if all conditions to the Offer and Consent Solicitation are satisfied. Holders who validly tender (and do not withdraw) their Notes after the Consent Date and prior to the Expiration Date will be entitled to receive the New Purchase Price but not the Consent Payment if all conditions to the Offer and the Consent Solicitation are satisfied.

Notwithstanding any other provision of the Offer or the Consent Solicitation, (i) the Company's obligation to accept for purchase, and to pay for, Notes validly tendered and not validly withdrawn pursuant to the Offer is conditioned upon the following having occurred or having been waived by the Company on or prior to the Expiration Date: (a) satisfaction of the Acquisition Condition; (b) satisfaction of the Supplemental Indenture Condition; and (c) satisfaction of the General Conditions, and (ii) the Company's obligation to make Consent Payments is conditioned upon: (a) satisfaction of the Supplemental Indenture Condition and the Proposed Amendments becoming operative or such condition having been waived by the Company; and (b) the Company's acceptance of the Notes for purchase pursuant to the Offer. However, the Company reserves the right to waive any and all conditions of the Offer and the Consent Solicitation on or prior to the Expiration Date or to extend the Expiration Date until such conditions have been satisfied or waived. See "Conditions of the Offer and Consent Solicitation" in the Original Offer to Purchase.

Tenders of Notes pursuant to the Offer may be validly withdrawn and any Consent delivered pursuant to the Consent Solicitation may be validly revoked at any time prior to the Consent Date by following the procedures described in the Original Offer to Purchase. Tenders of Notes also may be withdrawn if the Offer is terminated without any Notes being purchased. A valid withdrawal of tendered Notes prior to the Consent Date shall be deemed a valid revocation of the related Consent. A Holder may not validly revoke a Consent unless such Holder validly withdraws such Holder's previously tendered Notes. Any Notes tendered prior to the Consent Date that are not validly withdrawn prior to the Consent Date may not be withdrawn thereafter. Tenders of Notes which are effected after the Consent Date may be validly withdrawn prior to the Expiration Date by following the procedures described in the Original Offer to Purchase, but such withdrawal will not affect the validity of the Supplemental Indenture entered into pursuant to the Consents received prior to the Consent Date. If a Holder's Notes are not properly tendered pursuant to the Offer on or prior to the Consent Date or such Holder's Consents either are not properly delivered, or are revoked and not properly redelivered, on or prior to the Consent Date, such Holder will not receive a Consent Payment, even though the Proposed Amendments will be operative as to any of such Holder's Notes that are not properly tendered and purchased in the Offer if the Proposed Amendments become effective. See "Withdrawal of Tenders; Revocations of Consents; Absence of Appraisal Rights" in the Original Offer to Purchase.

Holders who have not tendered their Notes pursuant to the Offer and delivered their Consents pursuant to the Consent Solicitation may continue to use the Letter of Transmittal distributed with the Original Offer to Purchase to tender their Notes and deliver their Consents to the Proposed Amendments and the execution of a Supplemental Indenture and should follow the procedures described in the Original Offer to Purchase and the Letter of Transmittal. See "Procedures for Tendering Notes and Delivering Consents" in the Original Offer to Purchase.

THE ORIGINAL OFFER TO PURCHASE, THIS SUPPLEMENT AND THE LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER AND THE CONSENT SOLICITATION.

NO DEALER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS SUPPLEMENT OR THE ORIGINAL OFFER TO PURCHASE, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY, VERIZON, OR THE DEALER MANAGER.

The Depositary for the Offer and the Consent Solicitation is:

The Bank of New York

By Facsimile:	*By Hand:*	*By Overnight Courier or Registered/Certified Mail:*
The Bank of New York (212) 815-6339 *Confirm Receipt of Facsimile by Telephone:* (212) 815-3750	The Bank of New York 101 Barclay Street New York, New York 10286 Corporate Trust Services Window Ground Level Attn: Reorganization Unit – 7E	The Bank of New York 101 Barclay Street New York, New York 10286 Attn: Reorganization Unit – 7E

Any questions or requests for assistance may be directed to Bear Stearns or the Information Agent at the addresses and telephone numbers set forth below. Requests for additional copies of this Supplement, the Original Offer to Purchase and the Letter of Transmittal or any related document may be directed to the Information Agent. Requests for copies of Incorporated Documents, the Indenture and the form of the Supplemental Indenture may also be directed to the Information Agent. Beneficial Owners may also contact their Custodian for assistance concerning the Offer and the Consent Solicitation.

The Information Agent for the Offer and the Consent Solicitation is:

Beacon Hill Partners, Inc.

90 Broad Street
20th floor
New York, New York 10004
(800) 755-5001 (toll-free)

The Dealer Manager for the Offer and the Solicitation Agent for the Consent Solicitation is:

Bear, Stearns & Co. Inc.

Global Liability Management Group
245 Park Avenue, 4th Floor
New York, New York 10167
(877) 696-BEAR (toll-free)
(877) 696-2327